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duress, the declaration alleged that the defendant had installed fixtures in a building of which the plaintiff was general contractor, that the defendant had been paid the full price, but falsely and fraudulently claimed an additional sum for extra work and threatened to bring a replevin suit to remove the fixtures unless the extra sum was paid; and that the plaintiff thereupon paid this demand under compulsion, to prevent irreparable injury. *Held*, that the declaration does not state facts sufficient to constitute a cause of action. *James C. McGuire & Co. v. H. G. Vogel Co.*, 149 N. Y. Supp. 756 (App. Div.).

Money paid under duress is recoverable upon the equitable doctrine of unjust enrichment, so long as there is enough compulsion to negative voluntary payment. *Koenig v. People's Gas, etc. Co.*, 153 Ill. App. 432. But the law will not lightly undo private settlements of disputed claims, made with full knowledge of the facts, even though the claim proves unfounded. *Pearl v. Whitehouse*, 52 N. H. 254. Ordinarily, therefore, money paid upon a threat of legal proceedings may not be recovered. *Weber v. Kirkendall*, 44 Neb. 766, 63 N. W. 35. If the threat is honestly made, and presents the alternative of paying the contested claim or awaiting a court adjudication, a party will not be acting under compulsion when he chooses the former. *Parker v. Lancaster*, 84 Me. 512, 24 Atl. 952. *New Orleans & N. E. R. Co. v. Louisiana, etc. Co.*, 109 La. 13, 33 So. 51. But where the threat is made in bad faith by one having an oppressive advantage of position, so that the alternative of surrender is irreparable injury or immediate hardship, the duress is sufficient to justify a recovery of payments made. *Sartwell v. Horton*, 28 Vt. 370; *Swift & Co. v. United States*, 111 U. S. 22. In the principal case the parties appear to have been on an equal footing, and in spite of the dishonesty of the claim, there seems to have been nothing equivalent to compulsion in the dealings between them.

RESCISSION — RESCISSION FOR FRAUD OR MISTAKE — RESTORATION OF CONSIDERATION BY RESCINDING PARTY: WHEN EXCUSED. — A purchased municipal bonds from B under a contract induced by fraud of B. He paid B approximately one quarter of the price in stock and the rest in cash. After litigation, A was able to collect the face value of the bonds from the municipality, but lost the interest. The stock was pledged by B to the plaintiff, who being sued by A and B for the stock and dividends, brings a bill of interpleader. B now being insolvent, A in his answer demands the stock and dividends under a rescission of the contract, without offering to return the value of the bonds. *Held*, that A may recover. *Page Belting Co. v. F. H. Prince & Co.*, 91 Atl. 961 (N. H.).

For a discussion of the principles involved and of the necessity in general of putting the defendant in *statu quo*, see this issue of the REVIEW, p. 315.

TORTS — UNUSUAL CASES OF TORT LIABILITY — REIMBURSEMENT FOR PAYMENT MADE UNDER WORKMEN'S COMPENSATION ACTS. — An employee, whose master had accepted the optional clause of an employers' liability act, was injured in the course of his employment through the negligence of a third person not a fellow-servant. The employer, who was compelled by the act to compensate the workman, now sues the negligent third person to recover the payments made under the act. *Held*, that he cannot recover. *Interstate Telephone and Telegraph Co. v. Public Service Electric Co.*, 90 Atl. 1062 (N. J.).

For a discussion of this case on principles of tort liability, and in view of the policy of the workmen's compensation acts, see NOTES, p. 307.

TRUSTS — CESTUI'S INTEREST IN THE RES — LIFE TENANT'S RIGHT TO ACTUAL INCOME FROM UNAUTHORIZED INVESTMENTS. — The testator left property in trust for conversion with full power of postponement, and directed